

**REQUEST FOR PROPOSALS to the Office of Legislative Research  
and General Counsel for  
Legal Consulting Services and Relations Services Relating to Obtaining  
Certain Public Lands From the Federal Government  
RFP No. 2015-01**

**ADDENDUM 3**

**Addendum Date: May 21, 2015**

**Item 1**

A responder who fails to timely provide a best and final offer will be bound by the responder's initial response and information provided by the responder during presentations and discussions. A best and final offer shall include a statement that the responder will be bound by the RFP, all addenda to the RFP, the responder's initial response, and the responder's best and final offer. The best and final offer may not provide for terms or pricing that are less advantageous to the COMMISSION than the original RFP response, but may provide for terms or pricing that are more advantageous to the COMMISSION than the original RFP response. Additionally, the best and final offer is not required to restate anything included in the original response. Rather, the best and final offer should respond to questions or requests for additional information discussed with the responder during the interview or requested in this addendum.

**Item 2**

The COMMISSION is prohibited by Utah law from expending public funds to contract with a person to communicate with legislators or the governor for the purpose of influencing the passage, defeat, amendment, or postponement of a legislative action or an executive action (Utah Code Section 63J-1-210). Thus, when acting within the course and scope of a contract awarded in relation to this RFP, the responder will be prohibited from engaging in conduct that would violate this prohibition.

"Executive action" means action undertaken by the governor, including signing or vetoing legislation, and action undertaken by any official in the executive branch of state government.

"Legislative action" means action undertaken by the Utah Legislature or any part of it.

### **Item 3**

Neither the LEGISLATURE, nor the COMMISSION, intend to directly file legal action in relation to this matter. The COMMISSION's objective is to obtain a carefully researched, intelligent, and expertly drafted brief on the subject described in the RFP. Any suit that is filed will be filed by the Office of the Attorney General. It is the COMMISSION's intention to provide the brief to Utah's attorney general for review and consideration.

### **Item 4**

It is critical that the successful responder does not have an actual conflict of interest or even a perceived conflict of interest. A responder who has a financial conflict of interest in relation to the subject of this RFP will be disqualified from being awarded a contract under this RFP. Additionally, a responder that has ever represented, currently represents, or in the foreseeable future may represent an individual or entity in relation to a position contrary to the COMMISSION's goal of obtaining public lands would also pose an actual or perceived conflict of interest. Based on this criteria, please state whether there exists any actual or potential conflict of interest, or the risk of the appearance of a conflict of interest, with respect to the responder and the purpose of this RFP.

### **Item 5**

#### Question asked by a responder:

Is there an internal public relations person who has already been working on this issue?

#### Answer:

Some legislators have been very active in this area and have been quoted in public media in relation to the issue of obtaining public lands from the federal government. Additionally, some staff members may have also discussed the issue with the media. However, the LEGISLATURE has never put together an organized effort for public relations related to this issue. The responder who is awarded the contract for RELATIONS SERVICES will be responsible for developing and implementing an effective public relations plan.

### **Item 6**

#### Question asked by a responder:

Why were there not very many responders to the RFP?

Answer:

Part of the reason may relate to how the RFP was published. The primary publication was made on the state purchasing website. It was not published in newspapers. Thus, potential responders who do not regularly check the state purchasing website would not likely be aware of the RFP. Additionally, we did some research on potential responders and sent the RFP directly to them. It was difficult to identify many potential responders with the type of expertise being sought, thus we did not directly send the RFP to very many potential responders. While the issue is hotly contested, we are not aware of anything else that would account for the low number of responses.

**Item 7**

Please include in your best and final offer a description of the efforts you will make to keep costs to the COMMISSION low in relation to expense reimbursement and in relation to the work required to complete the RFP requirements.

**Item 8**

Please state in your best and final offer whether you have equipment and services available to engage in teleconferencing. Briefly describe the equipment and services. Explain to what extent the COMMISSION will be billed for the use of the equipment and services.

**Item 9**

Question asked by a responder:

How soon will a responder who is awarded a contract under this RFP be able to begin collaborating with any other responder who may be awarded a contract under this RFP?

Answer:

No work, nor collaboration between separate responders, will occur until all contracts relating to this RFP have been signed by all parties.

**Item 10**

The deadline for submission of best and final offers is June 1, 2015, at Noon (MDT). We expect to make a recommendation of award on June 8, but the recommendation is subject to the Legislative Management Committee's final approval.

**Item 11**

Confidentiality is extremely important in this process. The provision of LEGAL CONSULTING SERVICES is protected by the attorney-client privilege. Each responder who is not an attorney or who will be providing services to the COMMISSION in a capacity other than as an attorney will be required to sign a non-disclosure agreement that is binding during, and after, the provision of services. Please state whether you are willing to comply with this requirement.